



5. This case involves allegations of breach of contract and resulting damages related to a workers' compensation and employers' liability insurance policy issued by Wausau to Journey Healthcare for the period 5/16/2011 through 5/16/2012, policy number WCJ-Z91-445681-011 ("the policy").

### **FACTS**

6. On or about May 16, 2011, Wausau issued the policy to Journey Healthcare.

7. Part V of the policy states explicitly that the final premium owed will be determined after the policy period ends by using the actual, not estimated, premium basis and the proper classifications and rates that lawfully apply to the business work covered by the policy.

8. Part V of the policy also requires that the insured keep records needed to compute actual premium and provide Wausau with copies of those records when Wausau requests them.

9. In July 2012, Wausau performed an audit of the policy and identified additional payroll for the policy year, which resulted in an additional premium owed in the amount of \$118,013.43.

10. Wausau made repeated demands that Journey Healthcare pay the \$118,013.43 outstanding premium owed, including most recently on March 26, 2013.

11. To date, Journey Healthcare has not paid the outstanding premium owed for the policy.

### **BREACH OF CONTRACT**

12. Paragraphs 1 through 11 of the Complaint are re-alleged and incorporated herein by reference.

13. Wausau offered to provide workers' compensation and employers' liability insurance to Journey Healthcare through the policy.

14. Journey Healthcare accepted Wausau's offer, and Wausau issued the policy.

15. Under the terms of the policy contract for the policy, Journey Healthcare agreed to keep accurate and complete records and to produce such records and information necessary for Wausau to compute the proper premium owed due to the risk it insured.

16. Under the terms of the policy contract for the policy, Journey Healthcare agreed to pay all premiums as determined by Wausau through its audits and pursuant to its policies, rules, and regulations.

17. Wausau fully performed all its obligations under the policy.

18. Despite Wausau's performance, Journey Healthcare, in violation of its obligations and promises under the policy, failed to pay the full premium owed for the policy.

19. The outstanding premium owed for the policy is \$118,013.43.

20. By the failure described in paragraph 17, Journey Healthcare breached the policy issued by Wausau.

21. As the proximate result of the breach of the policy, there remains due and owing to Wausau premium in an amount of \$118,013.43.

WHEREFORE, PREMISES CONSIDERED, plaintiff Wausau prays as follows:

- a. For process to issue and an answer be required from the Defendant;
- b. For an award of compensatory damages in an amount to be proven at trial against Journey Healthcare, but in no event less than \$118,013.43;
- c. For an award of attorney fees and pre- and post-judgment interest; and
- d. For such other and general relief as justice demands.

Respectfully submitted,

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